EXHIBIT B

DAVID WENDEL, ESQ.

Attorney and Counselor at Law

tel: (973) 564-9595 155 Morris Avenue • Springfield, New Jersey 07081 fax: (973) 564-7506

email: DWENDESQ @msn.com

August 10, 2000

VIA FACSIMILE (908) 740-2747 AND REGULAR MAIL
Kathleen B. Harden, Senior Employment Counsel
Schering-Plough Corporation
Law Department
2000 Galloping Hill Road
Kenilworth, NJ 07033-0530

RE: Our Client: Michele Wendel
Social Security #: 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

Dear Ms. Harden:

Enclosed herewith please find an executed copy of a separation agreement for Michele Wendel, which is also being sent to you via regular mail as per our phone conversation on Tuesday afternoon.

Thank you for your assistance in this matter.

Very truly yours,

[signature]

DAVID WENDEL

DW:rep

EXHIBIT
D-1
8-18-06 AR

Bergen County Office:

el: (201) 457-1250 25 East Salem Street • Hackensack, New Jersey 07601 fax: (201) 487-8030

Reply to Springfield

Schering-Plough Research Institute

Memo

To: Michele Wendel

Date: July 20, 2000

From: Rebecca D. McDonald

Copies:

Subject: SEPARATION AGREEMENT

Reference:

As a result of the termination of your employment, you will receive:

1) Four weeks of "notice pay". (Thus, even though your last day of work will be 7/28/00, you will remain on the payroll until 8/25/00.)

2) A basic severance payment in the amount of $13,943.60 (i.e., 11 weeks of pay at your current base salary), less deductions.

3) All other payments and benefits to which you are entitled under the Company's benefit plans, which will be described in a separate letter.

In addition, you are eligible to receive the following:

(4) An "enhanced" severance payment, also in the amount of $13,943.60, less deductions.

In order to receive the "enhanced" severance payment, you must accept certain terms and conditions. Please read and review the following "Notice" and "General Release" very carefully.

NOTICE

Various state and federal laws prohibit employment discrimination because of reasons such as age, sex, race, color, national origin, religion, disability, and veteran's status. In addition, certain states impose limitations on an employer's right to discharge an employee.

You should thoroughly review the following "General Release" and understand the effect of accepting its terms before you do so. You have the right, and may wish, to consult with your attorney or other advisor of your choice before you make your decision.

GENERAL RELEASE

In exchange for the "enhanced" severance payment, I release the Company (which includes Schering-Plough Corporation, and all of its subsidiaries, affiliates, officers, directors, and employees) from all claims and liabilities which I have or may have against it as of the date on which I sign this Agreement. This includes but is not limited to all claims that I may have under federal, state and/or local laws prohibiting employment discrimination (such as Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act and state and local laws that prohibit the same and other forms of discrimination). It also includes any claims that I might have which could be asserted in connection with any other statutory or common law restrictions on the Company's right to terminate my employment (such as claims under New Jersey's Conscientious Employee Protection Act) and claims that might arise under various contract, tort, public policy or wrongful discharge theories.

Furthermore, I promise that I will not file a lawsuit against the Company in connection with any aspect of my employment or termination. I also waive the right to all remedies in any such action that may be brought on my behalf.

Finally, I also understand that the Company has extended the offer described on page 1 to me in accordance with the Company's Severance Pay Policy and company practice. By extending this offer to me, the Company makes no admission, and in fact expressly denies, that it has violated any law or duty that it may have to me.

Finally, I promise that I will keep the terms and conditions of this Agreement confidential and that I will discuss them with no one, other than members of my immediate family, my attorney, and my tax and financial advisors.

TOTAL P.04

Please review this memorandum very carefully. You should feel free to call me at (908) 740-3162 if you have any questions about it.

After you have thoroughly considered our proposal, please reflect your decision below. You will have 21 days from the date you receive this Agreement to make your decision; thus, you should return one copy of this Agreement to me no later than August 11, 2000. Please keep in mind that if you return a copy of this Agreement to me prior to that date you will waive your right to the full 21 day period. Please also keep in mind that you are making an important decision; for that reason, I suggest that you take at least five days from your receipt of this memorandum to consider your options.

Rebecca D McDonald
Rebecca D. McDonald

ACKNOWLEDGMENT AND ELECTION:

I have carefully read and fully understand all of the provisions of the "Notice" and "General Release" in this memorandum. I understand that, if I accept them, they represent the entire understanding between the Company and me and I acknowledge that I have not relied upon any other representation or statement (either written or oral).

Please choose one:

X I wish to receive the "enhanced" severance payment. In exchange, I accept the terms and conditions of the "General Release".

___ I do not accept the terms and conditions of the "General Release". I understand that I will receive only the Items described in Paragraphs 1-3 and that I will not receive the "enhanced" severance payment.

Michele Wendel
Michele Wendel

Date: Aug. 9, 2000

OPPORTUNITY TO REVOKE DECISION:
If you elect to receive the "enhanced" severance payment, and you accept the terms and conditions of the "General Release", you will have seven (7) days after the date on which you execute this Agreement to reconsider your decision. This Agreement will not become effective and will not be enforceable until that period has expired. If you wish to revoke your acceptance, you should direct your written revocation to Rebecca D. McDonald.

(9/98)